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UNIVERSITI SAINS MALAYSIA

Second Semester Examination  
Academic Session 2008/2009

April/May 2009

**RHS 505 – Law and Housing**  
**[Undang-Undang dan Perumahan]**

Duration: 3 hours  
[Masa: 3 jam]

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Please check that this examination paper consists of **FOUR** pages of printed material before you begin the examination.

*Sila pastikan bahawa kertas peperiksaan ini mengandungi **EMPAT** muka surat yang tercetak sebelum anda memulakan peperiksaan ini.*

Students are allowed to answer all questions either in English OR Bahasa Malaysia only.

*Pelajar dibenarkan menjawab semua soalan dalam Bahasa Inggeris ATAU Bahasa Malaysia sahaja.*

Answer **FOUR** questions only.

*Jawab **EMPAT** soalan sahaja.*

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1. In clause 2 of Agreement and Schedule of conditions of Building Contract, states that, 'The Contractor shall forthwith comply with all instructions issued to him by the Architect in regard to any matter in respect of which the Architect is expressly empowered by these conditions to issue instructions'.

*Dalam klausa 2 syarat perjanjian dan Schedule Kontrak Bangunan, menyatakan, 'Kontraktor semestinya mematuhi semua arahan yang diberikan kepadanya oleh Arkitek akan semua perkara, dimana Arkitek dibawah kuasa yang diperuntukan bawah syarat ini mengeluarkan arahan'.*

- (a) What do you understand on the above Statement?

*Apakah yang anda faham dengan kenyataan di atas?*

- (b) State the manner an instruction is to be issued to the Contractor.

*Nyatakan bagaimanakah arahan dikeluarkan kepada Kontraktor.*

- (c) What are the implications arising upon default by contractor on instructions given?

*Apakah implikasi atas keengganan kontraktor mematuhi arahan yang diberikan kepadanya?*

(25 marks/markah)

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2. Clause 15 of Agreement and Schedule of conditions of Building Contract, states, when in the opinion of the Architect the works are practically completed, he shall forthwith issue a certificate to that effect and practical completion of the works shall be deemed for all the purpose of this contract to have taken place on the days named in such certificate.

*Klausu 15 dalam Syarat Perjanjian dan Jadual Kontrak Bangunan, menyatakan berikut, apabila Arkitek berpendapat bahawa kerja siap secara praktikal, ia mestilah mengeluarkan sijil penyiapan kerja secara praktikal atas segala tujuan terkandung di dalam kontrak ini, dilakukan pada tarikh yang dicatatkan di dalam Sijil tersebut.*

- (a) Referring to the above statement, how could 'works' be termed as 'Practically Completed'?

*Merujuk kepada kenyataan di atas, secara manakah 'kerja' diinterpretasikan sebagai 'Siap Secara Praktikal'?*

- (b) If 'Works' are taken to be 'Practically Completed', what are the implications upon the issuance of a Certificate of Practical Completion?

*Jika 'Kerja' ditafsirkan sebagai 'Siap secara Praktikal', apakah perkara-perkara yang berbangkit setelah Sijil Tamat Kerja Praktikal dikeluarkan?*

(25 marks/markah)

3. Under the Housing Development Act 1966 the developer have specific obligations and duties. Discuss.

*Di bawah Akta Pembangunan Perumahan 1966 pemaju mempunyai obligasi dan tanggungjawab. Bincangkan.*

(25 marks/markah)

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4. Based on the International Declarations of the United Nations discuss the meaning of 'inadequate housing' and how it is to be overcome.

*Berdasarkan Peristiharaan Antarabangsa di bawah Pertubuhan Bangsa-Bangsa Bersatu bincangkan maksud 'kekurangan perumahan' dan bagaimana ianya diatasi.*

(25 marks/markah)

5. Discuss the 'Reservation of Land' on the aspect of its different types and reasons for its reservation.

*Bincangkan mengenai 'Penrezaban Tanah' dari aspek jenis-jenis rezab dan tujuan ianya direzabkan bagi setiap jenis rezab berkenaan.*

(25 marks/markah)

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